

REMARKS

Claims 17-24, 26-33, 44-46, 48-51 and 54-71 are pending in the application. Claims 1-16, 34-43, 52 and 53 are withdrawn from consideration. Claims 33, 56 and 64 are objected to. The Specification is objected to by the Examiner. Claims 55-59, 63-67 and 71 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Claims 17, 18, 20, 26, 31, 44, 45, 50, 51, 55, 60, 61, 63, and 68-70 stand rejected under 35 U.S.C. § 102(a) as being anticipated by US Patent Application No. 2006/0065546 to Gorur ("Gorur"). Claims 19, 21-24, 27-30, 32, 46, 48 and 49 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gorur in view of US Patent Application No. 2002/0091539 to Yin, et al. ("Yin"). Claims 54 and 62 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gorur in view of Yin, and further in view of non-Patent Document "Pi: A New Approach to Flexibility in System Software" by Kulkarni ("Kulkarni").

Reconsideration is requested. The rejections are traversed. No new matter is added. Claims 56 and 64 are amended. Claims 17-24, 26-33, 44-46, 48-51 and 54-71 remain in the case for consideration.

INTERVIEW SUMMARY

On February 5, 2007, Ariel S. Rogson and Marti McCausland, as representatives of the Applicant, conducted a telephone conference with Examiner Ly to discuss the claim rejections under 35 U.S.C. § 112, ¶1. The undersigned walked the Examiner through how claim 55 is supported by the specification. Examiner Ly stated that if the undersigned presented the explanation in writing, the Examiner would consider withdrawing the 35 U.S.C. § 112, ¶1 rejection of claim 55. Examiner Ly also indicated that he would prefer a detailed written explanation of the other claims rejected under 35 U.S.C. § 112, ¶1 and that he would reconsider whether the rejection is appropriate.

The undersigned also pointed out that because claim 51 is a Beauregard claim similar to claim 33, it appears that claim 51 would be allowable if rewritten in independent form. Examiner Ly said that if the undersigned makes this point in writing, the Examiner would consider whether 51 would be allowable if rewritten in independent form.

SPECIFICATION

The specification is objected to because of the term “contact” recited page 5, line 24. The Applicant notes that in the response to the Office Action dated January 24, 2006, the Applicant amended the paragraph beginning on page 5, line 25 to address the typographical error that was in the application as filed.

CLAIM OBJECTIONS

Claims 56 and 64 are objected to because of the limitation of “an add” in line 5. The limitation has been interpreted as “an addition” from hereon. Claims 56 and 64 have been amended to address typographical errors.

Claim 33 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. The Applicant notes that because claim 51 is a Beauregard claim similar to claim 33, claim 51 should also be allowable if rewritten in independent form.

CLAIMS REJECTIONS - 35 U.S.C. § 112

Claims 55-59, 63-67 and 71 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. As noted in the above interview summary, the Applicant believes that claims 55-59, 63-67 and 71 are supported by the specification as follows.

In stepping through the claim elements of claims 55 and 63, the Applicant directs the Examiner to FIG. 5C of the specification. The delete event recited in claims 55 and 63 corresponds to delete event 545 corresponding to the deletion of collection 1 (205). The dissociation of the contract object from the second object is shown by the X over the connector connecting file 115 with contract 215. Finally, the deletion of the contract object is shown by the X over contract 215. This explanation is consistent with page 8, lines 3-6, which describes FIG. 5C:

In FIG. 5C, collection 205 is being deleted, as shown by delete event 545. Again, contract 215 checks rule table 510, and finds rule 550. To apply rule 550, contract 215 is removed from the associated contracts list of file 115. Then, contract 230 itself is removed (since one of the objects related by contract 215 no longer exists).

The Applicant also notes that page 3, lines 26-27, teach that “a file is an object”, without excluding other types of objects. Also, page 3, lines 29-31 states that “[a] collection is a grouping of objects, where the objects can be any type of ‘thing.’ For example, as mentioned above, a folder is an object, but a folder is also an example of a collection.” (emphasis in original). Thus, file 115 can be considered the second object in claims 55 and 63, and collection 205 can be the first object from claims 17 and 44, and claims 55 and 63 are supported by the specification.

FIG. 5B shows the features of claims 56 and 64. Move event 530 represents an event moving file 4 (115) from collection 1 (205) to collection 3 (525). In these claims, the first object is file 4 (115), the second object is collection 1 (205) and the third object is collection 3 (525). The “X” over the connector between contract 215 and collection 1 (205) shows the removal of the association from the contract object to the second object, and the connector between contract 215 and collection 3 (525) shows the addition of an association from the third object to the contract object. This explanation is consistent with page 7, line 27 through page 8, line 2:

In FIG. 5B, the user has chosen to move file 115 from collection 205 to collection 525. This is shown by move event 530. When move event 530 occurs, contract 215 accesses rule table 510, and finds rule 535, which says that when a file is moved from one collection to another, the contract changes the collection with which the contract is associated. New contract ID 540 replaces old contract ID 415, which changes the collection with which contract 215 is associated from collection 205 to collection 525. Then contract 215 is removed from the associated contracts list of collection 205, and added to the associated contracts list of collection 525. At this point, the rule has been fully applied.

Thus, claims 56 and 64 are supported by the specification.

Page 8, lines 23-26 of the specification states, “FIGs. 5A-5C describe three possible events that can affect a contract; namely, object renaming, object movement, and object deletion. A person skilled in the art will recognize that other events can affect a contract. For example, it can occur that the changing of data in an object can affect the contract.” FIGs. 5A-5C show rule table 510 associated with contract 215. Rule table 510 shows three entries, with each entry having an event and a corresponding action. Because the three rules are associated with contract 215, claims 57 and 65 are supported by the specification.

Claims 58 and 66 build on claims 57 and 65. Claims 58 and 66 recite receiving the third event. This means that a first event has already occurred. (Note, to avoid confusion with claims 26, 60-61 and 68-70, the “event” of claims 58 and 66 is called the “third event”, but this does not

imply that two previous events have occurred.) It might be that the first event was a renaming of the file or a moving from one collection to another collection. The third event might be a deletion of the collection now storing the file. Although the specification does not explicitly walk through this scenario, the scenario is taught incrementally, as discussed above.

FIGs. 5A-5C show three different events being received, and show how either at least the contract object or a second object (such as collection 1 (205) are updated based on events. Given the potential sequence described above, it should be clear that claims 58 and 66 are supported by the specification.

Claims 59 and 67 are also supported by FIGs. 5A-5C as discussed above. A third rule (corresponding to the third event) is accessed by a selection of the rule from the plurality of rules in rule table 510. As discussed above, the selection of the rule is based on the event that is received. Thus, claims 59 and 67 are supported by the specification.

Finally, page 2, lines 27-30 of the specification states, “[t]he contract locates the two objects, and the objects locate the contract. The contract can be used to ensure that events occurring with respect to one of the objects are properly reflected (if necessary) in the other object. The contract object can be used in numerous applications, including file systems, relational databases, spreadsheets, etc.” This means that spreadsheet objects can be the first and second objects with a relationship represented by the contract object, and claim 71 is supported by the specification.

For the foregoing reasons, reconsideration and allowance of claims 17-24, 26-33, 44-46, 48-51 and 54-71 of the application as amended is requested. The Examiner is encouraged to telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

A handwritten signature in cursive script, appearing to read "Ariel S. Rogson", is written over a horizontal line.

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